# **Terms and Conditions: Scheduled flights**

Easy Market has exclusive role of intermediary for the services and/or products.

Easy Market informs travel agency that it deals only with an intermediation of the scheduled flights which cannot be represented as a typical legal form inside one package, therefore is regulated by the terms and deadlines of the individual service, as it is mentioned in the following text, and **needs to be carefully analyzed**, in particular, **parts about fare rules and baggage allowance**.

Booking and/or a combination of the flights and different products and/or services delivered by Easy Market represent freedom of choice of the final client which takes every responsibility coming from the selected combination.

Easy Market under no circumstances is responsible for inaccurate insertion of client's data during the purchase of the service. It is the client who is responsible for any consequence coming from that error.

When the service booked is a flight ticket, Easy Market represents an intermediary of an airline company for the ticket sale. The tariff is not confirmed until the ticket has been issued. Easy Market under no circumstances is responsible for the obligations on the side of the provider individual products and/or services, but solely for those based on its role of intermediary and in accordance with legal regulation, in particular articles 1, 3 and 6, from 17 to 23 and from 24 to 31 of Law no. 1084 from 27/12/1977 in accordance with International Convention on Travel Contracts (CCV) signed in Brussels on 23/04/1970 (restricted to the parts which do not refer to the contract about sales of packages and until its abrogation by article 3 of Law Decree no 79 from 23.05.2011. – The Law on Tourism) and articles 51, paragraph II, 62 and 65 of Law Decree from 21.02.2014., no 21 Implementation of the Directive 2011/83/EU about Consumer rights, in particular part about passengers' transport.

Easy Market, as an intermediary, takes no responsibility for full or partial non-compliance with the obligations of a flight, accommodation or other services/products which are part of the contract between the client and provider. Travel agency states and guarantees that Easy Market will not be held responsible and will be released from any responsibility as well as subjects connected with or controlled by it, its legal representatives, employees and partners from any financial liability including legal court expenses which may arise through the use of the services and/or products purchased on the website.

Baggage allowance is never guaranteed by Easy Market and it always needs to be checked directly with an airline whose tariff may not include it in price. In this case it is necessary to check directly with a carrier what is required in order to load the luggage. Authorization and regulation depend upon the airline. With respect to the law, travel agencies do not take Easy Market responsible for any delays, damages or losses linked to the transportation, canceled flights or any other unpredicted event attributable to the airline's responsibility, with respects to the Regulation 261/04/EC which establishes common rules for the compensation and assistance for the passengers in the cases when boarding is refused, cancelation or extended delays.

## Information on the website

Intermediary acknowledges that it will undertake any necessary measure in order to provide updated and right information about airlines and their services. However, the information presented on the website is provided by third parties. Therefore, within the limits of the applicable law, intermediary cannon bi hold responsible for their accuracy.

## **Travel documents**

It is agency's responsibility to ensure that client possesses personal documents, visas and valid sanitary requirements necessary to enter destination's country. It is client's responsibility to respect the laws and regulation of the departure, transit and destination country. Easy Market does not take any responsibility for client's failure to respect any of these conditions. During the booking phase it is particularly important to pay attention when completing fields with name(s) and surname(s) which must correspond exactly to those in personal documents. Carrier can accept and board only traveler whose name is printed on the ticket.

There is no right to ask for any refund when boarding is not allowed due to the failure to present required documents or if the presented documentation is invalid. The passenger is the only person responsible for the possession of the valid documentation. For the information about the documentation needed to enter different countries we suggest you to consult the website of the Ministry of Foreign Affairs prior to purchase.

# Ticket collection, check in and boarding

In order to collect the ticket and finish check in formalities passengers need to present themselves directly at the right check in desk at the airport with valid personal documents. It is recommended to present themselves at least two and a half hours before departure in order to finalize all procedures. Exceptionally, passengers travelling or transiting in the USA are strongly advised to arrive at least three hours before the check in. The reservation shows the departure time of the flight. In the event that a passenger does not arrive in time at the check in desk or at the boarding gate, or is not in possession of the correct documentation or is denied travel, the airline will not be able to accept or board the passenger and will not be able to delay departure. Easy Market does not take any responsibility in the aforementioned cases due to the fact that it is only the passenger who is responsible for the damage or expenses coming from the disrespect of the requirements.

## **Electronic ticket (e-ticket)**

An electronic ticket is sent automatically to the airline/carrier and is identified by the booking code called PNR (Passenger Name Record) which is communicated at the moment the booking is confirmed in a confirmation email sent to the email address indicated by the client during the booking process.

## **Changes and Cancellations**

In case of the need to modify or cancel the flight ticket, travel agency needs to communicate that request to Easy Market by sending e-mail to <u>voli@easymarketcrs.it</u> After receiving the request, relevant department shall verify whether changes and/or cancellations are allowed for the type of the purchased ticket, with respect to the fare rules communicated by the airline company at the moment of the purchase. If allowed, eventual fees applied by the airline and any price adjustments will be communicated.

Tickets are named documents and therefore non-transferable to third parties. In case that name(s) of the passenger(s) is not correct it may be necessary to cancel the booking and purchase a new ticket. Some reservations cannot be modified. Easy Market is not responsible for any incorrect insertion of the personal name(s).

## Cancellation of the ticket issued the same day and change with another PNR:

It is agency's responsibility to verify with flight booking department of Easy Market possibilities of flight cancellation without penalties. In the case of confirmation by our flight department it will be necessary to option new PNR (according to the tariff and terms

available at the moment of the booking) and, at the same time, require the emission of new PNR. In that case travel agency needs to write in the "Note" the following text: "I demand cancellation of PNR..." and then put the old PNR which needs to be canceled. Cancellation may be requested by e-mail, as well. Make sure that you have received our response (by e-mail) on your request for the cancellation in order to confirm that PNR is not active anymore. It is crucial to respect this procedure so that there are no mistakes.

## Refunds

Authorization of the refund and related timeframe are exclusively responsibility of the airline which has up to a maximum of 12 months from the receipt of the request to process the refund. If the payment was made by the credit card, the amount will be credited directly to the card used to make a booking. If the payment was made by a bank transfer, clients will be contacted by our customer service who will request bank details in order to process the refund. We would like to clarify that agency fees and any insurance are never refundable.

## Additional requests

Any additional request such as animal boarding, wheelchair assistance, weapon boarding, sports equipment, unaccompanied minor or any other special request needs to be flagged during the booking or issuing phase. In any case, the request shall be sent to the carrier together with the request for the ticket emission. Airline will decide on the base of its own terms and availability to confirm or not desired service. Before the ticket has been issued, Easy Market will wait for the response of the carrier, so that ticket will be issued as soon as it is confirmed. In some cases airline holds the right to ask for additional fees directly at the airport. If it is not possible to receive confirmation of the request, Easy Market will inform the agency before the ticket has been issued so that it will be possible to choose whether agency confirms ticket issuing or asks for its cancellation.

# **Unaccompanied minors**

Each carrier has its own procedures and rules regarding unaccompanied minors. Usually, a minor must present herself with an accompanying adult who must qualify as such during check in and boarding. The accompanying adult must be at least 18 years old and, if it is not a parent, tutor or the other subject exercising parental authority, must have a relevant permit and travel documents for the same journey as the minor and must travel on the same flight. Easy Market does not take any responsibility for failure to board due to not respecting the rules related to the boarding of the unaccompanied minors. In any case, it is passenger's responsibility to get informed about terms and special procedures applied by the airline which he/she aims to book or has booked; potential damages and costs arising from a failure to respect the rules related to the boarding of an unaccompanied minor are completely charged to the passenger.

# **Flight connections**

Connecting flights must be used consecutively, failure to board any connection could lead to the automatic cancellation of the whole itinerary without any refund.

## What to carry on board

When it comes to the security rules about the transport of the hand luggage, a passenger can consult **ENAC** website and find all the necessary information.

## **Delayed or cancelled flights**

In these cases you may consult Rights of Passengers page at **ENAC** website